

AO 440 (Rev. 8/01) Summons in a Civil Action

UNITED STATES DISTRICT COURT

Southern

District of

New York

SYSKA HENNESSY GROUP, INC.,

SUMMONS IN A CIVIL ACTION

V.

Associates, Inc.

YAMASAKI INTERNATIONAL LLC

08 CV 02771

TO: (Name and address of Defendant)

Yamasaki ~~International LLC~~ Associates, Inc.
900 Tower Drive
Troy, Michigan

08 CV 02771

YOU ARE HEREBY SUMMONED and required to serve on PLAINTIFF'S ATTORNEY (name and address)

Michael T. Rogers, Esq.
Suzan Arden, Esq.
Wasserman Grubin & Rogers, LLP
1700 Broadway
New York, NY 10019
(212) 581-3320

an answer to the complaint which is served on you with this summons, within 30 days after service of this summons on you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. Any answer that you serve on the parties to this action must be filed with the Clerk of this Court within a reasonable period of time after service.

J. MICHAEL McMAHON

MAR 17 2008

CLERK

DATE

(By) DEPUTY CLERK

AO 440 (Rev. 8/01) Summons in a Civil Action

RETURN OF SERVICEService of the Summons and complaint was made by me⁽¹⁾

DATE

NAME OF SERVER (*PRINT*)

TITLE

Check one box below to indicate appropriate method of service☐ Served personally upon the defendant. Place where served:☐ Left copies thereof at the defendant's dwelling house or usual place of abode with a person of suitable age and discretion then residing therein.

Name of person with whom the summons and complaint were left:

☐ Returned unexecuted:☐ Other (specify):**STATEMENT OF SERVICE FEES**

TRAVEL

SERVICES

TOTAL

\$0.00

DECLARATION OF SERVER

I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in the Return of Service and Statement of Service Fees is true and correct.

Executed on

Date

Signature of Server

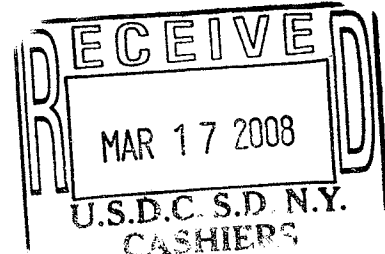
Address of Server

(1) As to who may serve a summons see Rule 4 of the Federal Rules of Civil Procedure.

Michael T. Rogers (MR-8813)
Suzan Arden (SA-4715)
WASSERMAN GRUBIN & ROGERS LLP
1700 Broadway
New York, New York 10019
(212) 581-3320
Attorneys for Plaintiff Syska Hennessy Group, Inc.

08 CV 02771

UNITED STATES DISTRICT COURT OF THE
SOUTHERN DISTRICT OF NEW YORK



-----X
SYSKA HENNESSY GROUP, INC., :

Plaintiff, :

-against- :

YAMASAKI ASSOCIATES, INC., :

Defendant. :

Index No. ____ Civ. ____)

COMPLAINT

Jury Trial Demanded

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Plaintiff Syska Hennessy Group, Inc., by and through its attorneys Wasserman Grubin & Rogers, LLP, as and for its Complaint against Yamasaki Associates, Inc. respectfully alleges as follows:

NATURE OF THE CASE

1. Plaintiff Syska Hennessy Group, Inc. (hereinafter referred to as "Syska") commences this action seeking to recover the outstanding payments due and owing in the amount of \$1,934,380.61 as a result of Yamasaki Associates, Inc. (hereinafter referred to as "Yamasaki") unwarranted failure to honor its obligations to remit payment. Despite Syska's repeated demands to Yamasaki for payment, Yamasaki wrongfully continues to withhold payment.

THE PARTIES

2. Syska was and is a domestic corporation duly organized and existing under and by virtue of the laws of the State of New York with its principal place of business located at 11 West 42nd Street, New York, New York.

3. On information and belief, Yamasaki is a foreign corporation, duly organized and operated under and by virtue of the laws of the State of Michigan with its principal place of business located at 900 Tower Drive, Troy, Michigan.

JURISDICTION AND VENUE

4. Jurisdiction is proper in this Court under 28 U.S.C. § 1332 because the amount in controversy exceeds \$75,000.00, exclusive of interest and costs, and the parties are citizens of different states.

5. Venue is proper in this Court under 28 U.S.C. § 1391 because a substantial part of the events giving rise to this claim arose in this District and because Plaintiff Syska's principal place of business is in this District.

FACTUAL BACKGROUND

The Project

6. Upon information and belief, in or about May, 2006, Qatar Petroleum, acting on behalf of the Qatar Foundation for Education, Science and Community development (hereinafter collectively referred to as the "Owner"), awarded Baytur Construction & Contracting Company (hereinafter referred to as "Baytur") the contract to design and build the landmark National Convention Center located in Education City, Doha, Qatar (the "Project"). The Project was to be completed in thirty-three (33) months.

7. Upon information and belief, in or about May, 2006, Baytur retained Yamasaki to perform the necessary architectural services for the design of the Project and to retain the engineers required to design the related structural, civil, mechanical aspects of the Project.

Syska-Yamasaki Agreement

8. Thereafter, on or about May, 2006, Yamasaki retained Syska to provide certain engineering services for the Project (the "Agreement"). Specifically, Syska was to prepare the designs for the mechanical, electrical, plumbing, information technology, security, interior and exterior façade lighting, vertical transportation and fire alarm systems for the Project (the "MEP/FP Systems").

9. Pursuant to the Agreement, Yamasaki agreed to and was obligated to pay Syska an agreed upon lump sum fee of \$4,690,100 for the performance of basic services ("Basic Services Fee") and Yamasaki would also reimburse Syska for the actual expenditures incurred relating to its services on the Project. The Basic Services Fee was calculated to cover the performance and completion of design services within a calendar period of approximately twelve (12) months.

10. Yamasaki also agreed to, and was obligated to compensate Syska for all additional services performed on the Project in accordance with Syska's hourly rate schedule for the personnel performing services on the Project ("Additional Services").

11. The Agreement further provided, *inter alia*, that:

- (i) Yamasaki was to remit payment to Syska within 5 working days of receipt from the Owner;
- (ii) Syska was permitted to cease all work for the Project if its invoices were not paid within 45 days of their submittal; and

- (iii) Syska would be compensated as an Additional Service for any services provided as a result of changes requested by the Owner, Baytur and/or Yamasaki.

12. During the course of the Project, Yamasaki was also responsible to identify, coordinate and distribute the design parameters and related information it would receive from the Owner and Baytur for each of the MEP/FP Systems to be designed by Syska.

13. Though the Project was located in Qatar, all dealings by and between Syska and Yamasaki relating to the Agreement were conducted in New York. In fact, Yamasaki solicited Syska's New York office and the negotiations relating to the Agreement were conducted at meetings held in Syska's New York office.

14. Moreover, Syska services for the Project were also performed from its offices located in New York. These services included, but were not limited to:

- Review of architectural programming and existing schematic designs
- Preparation of design drawings
- Preparation of Specifications
- Calculation, specification, sizing and location of equipment
- Review of shop drawings
- Review and responses to Requests for Information (RFIs)
- Review of product data and samples
- Determination of equipment loads, ventilation and power requirements

15. Project communications between Syska and Yamasaki were dispatched from and directed to Syska's New York offices. The project design meetings were also conducted at Syska's New York offices. Moreover, other consultants such as the structural, theatre and acoustical consultants were located in New York.

Yamasaki's Failures on the Project

16. Despite that it was of paramount importance for Yamasaki to timely distribute accurate information on the Project, Yamasaki, on numerous occasions had either failed to furnish, was late in providing and/or submitted inaccurate information to Syska. Consequently, Syska was forced to continually expend additional time for its personnel, which exceeded time allocated in the Basic Services Fee, to revise and re-work the design of the Mechanical/Operations Systems to accommodate the receipt of late and/or inaccurate information.

17. Moreover, the Owner, Baytur and Yamasaki issued numerous changes to the overall architectural design. These changes also impacted the design of the MEP/FP Systems and necessitated revisions to and additional work on the Project by Syska.

18. Pursuant to the Agreement, Syska was to be paid as Additional Services for the services performed to accommodate the changes in design and/or which resulted from the delays caused by Yamasaki in providing the required information for the Project. Syska proceeded with the performance of the Additional Services as requested by Yamasaki, and in reliance of the promises of Yamasaki to timely remit payment therefore.

19. Nevertheless, despite Syska's complete performance of its obligations, Yamasaki has failed and refused to remit payment for some of the Basic Services and the Additional Services performed by Syska on the Project. The outstanding amount due and owing is \$1,934,380.61.

20. Despite repeated demands for payment, Yamasaki has embarked on a course of action to deny Syska the monies it is due on the Project.

21. Throughout its years in the international construction community, Syska has enjoyed a reputation as one of the premier mechanical engineering firms in the world. In fact, Syska has been involved in projects in over a dozen countries including Dubai, Saudi Arabia, Egypt, Macedonia, Korea, Iran, Turkey, Singapore, England, Taiwan, Nigeria and South Africa.

22. Yamasaki recognizes that Syska has completed 77% of the MEP/FP systems design for the Project.

FIRST CAUSE OF ACTION

23. Syska repeats, reiterates and realleges each and every allegation set forth in paragraphs "1" through "22" of this complaint with the same force and effect as if fully set forth at length herein.

24. There exists a real and actual controversy between the parties herein concerning Yamasaki's continuing failure to remit payments due and owing to Syska in the amount of \$1,934,380.61.

25. Syska duly performed and provided the work and services required by Yamasaki under the Agreement.

26. Pursuant to the terms and conditions of their Agreement, Syska was to receive from Yamasaki the sum of \$5,113,198.56 for the Basic Services and Additional Services performed and its reimbursable costs incurred on the Project. To date, Yamasaki still owes Syska \$1,934,380.61 under the Agreement.

27. Yamasaki has failed and refused to pay all or any part of said sum, except for \$3,178,817.93, leaving a balance due of \$1,934,380.61.

28. Despite full and complete performance by Syska, Yamasaki breached the Agreement by failing and refusing to pay the sum of \$1,934,380.61 due and owing to Syska.

SECOND CAUSE OF ACTION

29. Syska repeats, reiterates and realleges each and every allegation set forth in paragraphs "1" through "28" of this complaint with the same force and effect as if fully set forth at length herein.

30. The fair and reasonable value for the services performed by Syska for Yamasaki at its specific instance and request totaled the sum of \$5,113,198.56.

31. No part of the sum of \$5,113,198.56, has been paid, except for the sum of \$3,178,817.93, leaving a balance due of \$1,934,380.61.

32. If it is determined that for any reason the Agreement does not govern performance, then Syska is entitled to be compensated in quantum meruit for the value of the work it performed which said unpaid amount is believed to be not less than \$1,934,380.61.

33. By reason of the foregoing, there is due and owing to Syska from Yamasaki the amount of \$1,934,380.61 with interest thereon, no part of which has been paid although duly demanded.

THIRD CAUSE OF ACTION

34. Syska repeats, reiterates and realleges each and every allegation set forth in paragraphs "1" through "33" of this complaint with the same force and effect as if fully set forth at length herein.

35. The services performed under the agreement were performed at the specific instance and request of Yamasaki.

36. The services performed under the agreement did enhance the value of the Property to the benefit of Yamasaki.

37. The fair and reasonable value for the services performed by Syska for Yamasaki at its specific instance and request totaled the sum of \$5,113,198.56.

38. No part of the sum of \$5,113,198.56 has been paid, except for the sum of \$3,178,817.93, leaving a balance of \$1,934,380.61.

39. Defendant Yamasaki has neglected and refused to pay Syska the aforementioned sum of \$1,934,380.61 despite due demand therefor and has been unjustly enriched from the benefits bestowed upon it by Syska.

40. By reason of the foregoing, there is due and owing to Syska from Yamasaki the amount of \$1,934,380.61 with interest thereon.

FOURTH CAUSE OF ACTION

41. Syska repeats, reiterates and realleges each and every allegation set forth in paragraphs "1" through "40" of this complaint with the same force and effect as if fully set forth at length herein.

42. Syska delivered to Yamasaki an invoice which detailed the total due and owing to Syska.

43. Defendant Yamasaki accepted said invoice without objection. This invoice became an account stated between Syska and Yamasaki in the total amount of \$1,934,380.61 which Yamasaki has failed to pay to Syska.

44. By reason of the foregoing, there is due and owing to Syska from Yamasaki the amount of \$1,934,380.61 with interest thereon.

WHEREFORE, Syska Hennessy Group, Inc. demands judgment against defendant Yamasaki Associates, Inc., as follows:

- (i) on the First Cause of Action a judgment in the amount of \$1,934,380.61 plus interest against defendant Yamasaki Associates, Inc.;
- (ii) on the Second Cause of Action a judgment in the amount of \$1,934,380.61 plus interest thereon against defendant Yamasaki Associates, Inc.;
- (iii) on the Third Cause of Action a judgment in the amount of \$1,934,380.61 plus interest thereon against defendant Yamasaki Associates, Inc.;
- (iv) on the Fourth Cause of Action a judgment in the amount of \$1,934,380.61 plus interest thereon against defendant Yamasaki Associates, Inc.; and
- (v) for such other and further relief as this Court may deem just, proper and equitable including reasonable attorney's fees and the costs and disbursements incurred by Syska Hennessy Group, Inc. in the prosecution of this action.

Dated: New York, New York
March 14, 2008

WASSERMAN GRUBIN & ROGERS, LLP

By: 

Michael T. Rogers (MR-8813)
Suzan Arden (SA-4715)

Attorneys for Plaintiff Syska Hennessy Group, Inc.
1700 Broadway
New York, New York 10019
(212) 581-3320

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1700 Broadway
New York, New York 10019
(212) 581-3320
Attorneys for Plaintiff Syska Hennessy Group, Inc.

UNITED STATES DISTRICT COURT OF THE
SOUTHERN DISTRICT OF NEW YORK

-----X
SYSKA HENNESSY GROUP, INC., :

Plaintiff, :

Index No.

RULE 7.1 STATEMENT

-against- :

Associates, Inc. :

YAMASAKI INTERNATIONAL LLC., :

Defendant. :

-----X

Pursuant to Federal Rule of Civil Procedure 7.1 and to enable District Judges and Magistrate Judges of the Court to evaluate possible disqualification or recusal, the undersigned counsel for Syska Hennessy Group, P.C., a private, non-governmental party, certifies that the following are corporate parents, affiliates and/or subsidiaries of said party which are publicly held:

NONE.

Dated: New York, New York
March 14, 2008

WASSERMAN GRUBIN & ROGERS, LLP

By: 

Michael T. Rogers
Suzan Arden

1700 Broadway
New York, New York 10019
(212) 581-3320

Attorneys for Plaintiff Syska Hennessy Group, Inc.

JS 44C/SDNY
REV. 12/2005

CIVIL COVER SHEET

The JS-44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for use of the Clerk of Court for the purpose of initiating the civil docket sheet.

PLAINTIFFS

Syska & Hennessy Group, Inc.

DEFENDANTS

Yamasaki International, LLC ~~Associates, Inc.~~

ATTORNEYS (FIRM NAME, ADDRESS, AND TELEPHONE NUMBER)

ATTORNEYS (IF KNOWN)

Wasserman Grubin & Rogers, LLP
1700 Broadway, New York, NY 10019 (tel: 212-581-3320)

CAUSE OF ACTION (CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE A BRIEF STATEMENT OF CAUSE)

Action, pursuant to 28 U.S.C. 1332 (diversity/over \$75,000), sounding in breach of contract, quantum meruit, unjust enrichment and account stated, seeking \$1,934,380.61 for engineering services performed by plaintiff but unpaid by deft.

Has this or a similar case been previously filed in SDNY at any time? No ☒ Yes ☐ Judge Previously Assigned

If yes, was this case Vol ☐ Invol. ☐ Dismissed. No ☐ Yes ☐ If yes, give date _____ & Case No. _____

(PLACE AN [x] IN ONE BOX ONLY)

NATURE OF SUIT

ACTIONS UNDER STATUTES

TORTS		FORFEITURE/PENALTY		BANKRUPTCY		OTHER STATUTES	
CONTRACT	PERSONAL INJURY	PERSONAL INJURY	<input type="checkbox"/> 610 AGRICULTURE	<input type="checkbox"/> 422 APPEAL	<input type="checkbox"/> 400 STATE		
<input type="checkbox"/> 110 INSURANCE	<input type="checkbox"/> 310 AIRPLANE	<input type="checkbox"/> 362 PERSONAL INJURY -	<input type="checkbox"/> 620 FOOD & DRUG	<input type="checkbox"/> 28 USC 158	<input type="checkbox"/> 410 REAPPORTIONMENT		
<input type="checkbox"/> 120 MARINE	<input type="checkbox"/> 315 AIRPLANE PRODUCT	<input type="checkbox"/> MED MALPRACTICE	<input type="checkbox"/> 625 DRUG RELATED	<input type="checkbox"/> 423 WITHDRAWAL	<input type="checkbox"/> 430 ANTI-TRUST		
<input type="checkbox"/> 130 MILLER ACT	<input type="checkbox"/> LIABILITY	<input type="checkbox"/> 365 PERSONAL INJURY	<input type="checkbox"/> SEIZURE OF	<input type="checkbox"/> 28 USC 157	<input type="checkbox"/> 430 BANKS & BANKING		
<input type="checkbox"/> 140 NEGOTIABLE	<input type="checkbox"/> 320 ASSAULT, LIBEL &	<input type="checkbox"/> 368 ASBESTOS PERSONAL	<input type="checkbox"/> 21 USC 881		<input type="checkbox"/> 450 COMMERCE/ICC		
<input type="checkbox"/> INSTRUMENT	<input type="checkbox"/> SLANDER	<input type="checkbox"/> INJURY PRODUCT	<input type="checkbox"/> 630 LIQUOR LAWS	PROPERTY RIGHTS	<input type="checkbox"/> 460 DEPORTATION		
<input type="checkbox"/> 150 RECOVERY OF	<input type="checkbox"/> 330 FEDERAL	<input type="checkbox"/> LIABILITY	<input type="checkbox"/> 640 RR & TRUCK	<input type="checkbox"/> 820 COPYRIGHTS	<input type="checkbox"/> 470 RACKETEER INFLU-		
<input type="checkbox"/> OVERPAYMENT &	<input type="checkbox"/> EMPLOYERS'	PERSONAL PROPERTY	<input type="checkbox"/> 650 AIRLINE REGS	<input type="checkbox"/> 830 PATENT	<input type="checkbox"/> ENCED & CORRUPT		
<input type="checkbox"/> ENFORCEMENT OF	<input type="checkbox"/> LIABILITY	<input type="checkbox"/> 370 OTHER FRAUD	<input type="checkbox"/> 660 OCCUPATIONAL	<input type="checkbox"/> 840 TRADEMARK	<input type="checkbox"/> ORGANIZATION ACT		
<input type="checkbox"/> JUDGMENT	<input type="checkbox"/> 340 MARINE	<input type="checkbox"/> 371 TRUTH IN LENDING	<input type="checkbox"/> SAFETY/HEALTH		<input type="checkbox"/> (RICO)		
<input type="checkbox"/> 151 MEDICARE ACT	<input type="checkbox"/> 345 MARINE PRODUCT	<input type="checkbox"/> 380 OTHER PERSONAL	<input type="checkbox"/> 690 OTHER	SOCIAL SECURITY	<input type="checkbox"/> 480 CONSUMER CREDIT		
<input type="checkbox"/> 152 RECOVERY OF	<input type="checkbox"/> LIABILITY	<input type="checkbox"/> PROPERTY DAMAGE	LABOR	<input type="checkbox"/> 861 MIA (1395FF)	<input type="checkbox"/> 490 CABLE/SATELLITE TV		
<input type="checkbox"/> DEFAULTED	<input type="checkbox"/> 350 MOTOR VEHICLE	<input type="checkbox"/> 385 PROPERTY DAMAGE	<input type="checkbox"/> 710 FAIR LABOR	<input type="checkbox"/> 862 BLACK LUNG (923)	<input type="checkbox"/> 810 SELECTIVE SERVICE		
<input type="checkbox"/> STUDENT LOANS	<input type="checkbox"/> 355 MOTOR VEHICLE	<input type="checkbox"/> PRODUCT LIABILITY	<input type="checkbox"/> STANDARDS ACT	<input type="checkbox"/> 863 DIWC (405(g))	<input type="checkbox"/> 850 SECURITIES/		
<input type="checkbox"/> (EXCL VETERANS)	<input type="checkbox"/> 360 OTHER PERSONAL		<input type="checkbox"/> LABOR/MGMT	<input type="checkbox"/> 864 DIWW (405(g))	<input type="checkbox"/> COMMODITIES/		
<input type="checkbox"/> 153 RECOVERY OF	<input type="checkbox"/> INJURY		<input type="checkbox"/> 720 RELATIONS	<input type="checkbox"/> 865 SSID TITLE XVI	<input type="checkbox"/> EXCHANGE		
<input type="checkbox"/> OVERPAYMENT OF			<input type="checkbox"/> 730 LABOR/MGMT	<input type="checkbox"/> 866 RSI (405(g))	<input type="checkbox"/> 875 CUSTOMER		
<input type="checkbox"/> VETERANS BENEFITS			<input type="checkbox"/> REPORTING &		<input type="checkbox"/> CHALLENGE		
<input type="checkbox"/> 160 STOCKHOLDERS SUITS			<input type="checkbox"/> DISCLOSURE ACT	FEDERAL TAX SUITS	<input type="checkbox"/> 12 USC 3410		
<input checked="" type="checkbox"/> 190 OTHER CONTRACT			<input type="checkbox"/> 740 RAILWAY LABOR ACT	<input type="checkbox"/> 870 TAXES	<input type="checkbox"/> 891 AGRICULTURE ACTS		
<input type="checkbox"/> 195 CONTRACT PRODUCT			<input type="checkbox"/> 790 OTHER LABOR	<input type="checkbox"/> 871 IRS-THIRD PARTY	<input type="checkbox"/> 892 ECONOMIC		
<input type="checkbox"/> LIABILITY			<input type="checkbox"/> LITIGATION	<input type="checkbox"/> 20 USC 7609	<input type="checkbox"/> STABILIZATION ACT		
<input type="checkbox"/> 196 FRANCHISE			<input type="checkbox"/> 791 EMPL RET INC		<input type="checkbox"/> ENVIRONMENTAL		
			<input type="checkbox"/> SECURITY ACT		<input type="checkbox"/> MATTERS		
					<input type="checkbox"/> 894 ENERGY		
					<input type="checkbox"/> ALLOCATION ACT		
					<input type="checkbox"/> FREEDOM OF		
					<input type="checkbox"/> INFORMATION ACT		
					<input type="checkbox"/> 900 APPEAL OF FEE		
					<input type="checkbox"/> DETERMINATION		
					<input type="checkbox"/> UNDER EQUAL ACCESS		
					<input type="checkbox"/> TO JUSTICE		
					<input type="checkbox"/> 950 CONSTITUTIONALITY		
					<input type="checkbox"/> OF STATE STATUTES		
					<input type="checkbox"/> 890 OTHER STATUTORY		
					<input type="checkbox"/> ACTIONS		

Check if demanded in complaint:

CHECK IF THIS IS A CLASS ACTION
UNDER F.R.C.P. 23DO YOU CLAIM THIS CASE IS RELATED TO A CIVIL CASE NOW PENDING IN S.D.N.Y.?
IF SO, STATE: **No**

DEMAND \$ 1,934,380.61 OTHER _____

JUDGE _____

DOCKET NUMBER _____

Check YES only if demanded in complaint

JURY DEMAND: ☒ YES ☐ NO

NOTE: Please submit at the time of filing an explanation of why cases are deemed related.

(SEE REVERSE)

(PLACE AN x IN ONE BOX ONLY)

ORIGIN

- ☒ 1 Original Proceeding ☐ 2a. Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from (Specify District) ☐ 6 Multidistrict Litigation ☐ 7 Appeal to District Judge from Magistrate Judge Judgment
- ☐ 2b. Removed from State Court
AND at least one party is a pro se litigant

(PLACE AN x IN ONE BOX ONLY)

BASIS OF JURISDICTION

- ☐ 1 U.S. PLAINTIFF ☐ 2 U.S. DEFENDANT ☐ 3 FEDERAL QUESTION (U.S. NOT A PARTY) ☒ 4 DIVERSITY

IF DIVERSITY, INDICATE
CITIZENSHIP BELOW.
(28 USC 1332, 1441)

CITIZENSHIP OF PRINCIPAL PARTIES (FOR DIVERSITY CASES ONLY)

(Place an [X] in one box for Plaintiff and one box for Defendant)

CITIZEN OF THIS STATE	PTF DEF [] []	CITIZEN OR SUBJECT OF A FOREIGN COUNTRY	PTF DEF [] []	INCORPORATED and PRINCIPAL PLACE OF BUSINESS IN ANOTHER STATE	PTF DEF [] []
CITIZEN OF ANOTHER STATE	[] []	INCORPORATED or PRINCIPAL PLACE OF BUSINESS IN THIS STATE	<input checked="" type="checkbox"/> 4 []	FOREIGN NATION	[] []

PLAINTIFF(S) ADDRESS(ES) AND COUNTY(IES)

Syska & Hennessey Group, Inc.
11 W. 42nd Street
New York (New York County), New York 10036

DEFENDANT(S) ADDRESS(ES) AND COUNTY(IES)

Yamasaki Associates, Inc.
900 Tower Drive
Troy (Oakland County), Michigan 48098

DEFENDANT(S) ADDRESS UNKNOWN

REPRESENTATION IS HEREBY MADE THAT, AT THIS TIME, I HAVE BEEN UNABLE, WITH REASONABLE DILIGENCE, TO ASCERTAIN THE RESIDENCE ADDRESSES OF THE FOLLOWING DEFENDANTS:

Check one: THIS ACTION SHOULD BE ASSIGNED TO: ☐ WHITE PLAINS ☒ FOLEY SQUARE
(DO NOT check either box if this a PRISONER PETITION.)

DATE 3/14/08 SIGNATURE OF ATTORNEY OF RECORD

ADMITTED TO PRACTICE IN THIS DISTRICT

[] NO
☒ YES (DATE ADMITTED Mo. 9 Yr. 98)
Attorney Bar Code # MR-8813

RECEIPT #

Michael T. Rogers

Magistrate Judge is to be designated by the Clerk of the Court.

Magistrate Judge _____ is so Designated.

J Michael McMahon, Clerk of Court by _____ Deputy Clerk, DATED _____

UNITED STATES DISTRICT COURT (NEW YORK SOUTHERN)